

## LEGAL PROTECTION FOR CONSUMERS OF SHOPEE EXPRESS PACKAGE SERVICES ACCORDING TO LAW NUMBER. 8 OF 1999 CONCERNING CONSUMER PROTECTION

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### ABSTRACT

*The development of information and communication technology has resulted in significant social, economic, and cultural changes that have taken place so quickly, making the world borderless. Especially technological advances in gadgets make it easier for us to communicate and do work. Internet access has become simple and fast, accessible anywhere and anytime. In this study, the author uses the Normative Legal Research method, research that focuses on legal norms in the form of laws and regulations. The transaction model in the marketplace has advantages compared to forums, social networks, or conventional advertising. Among them are the availability of joint account facilities without fees, the ability to determine minimum purchases by sellers, and the choice of a discount system for large purchases. In addition, the marketplace also provides automatic shipping cost calculations, online payment confirmation processes, and automatic checking of the status of goods delivery. The Consumer Protection Law (UUPK) provides rights for consumers, such as the right to receive goods according to orders, compensation in the event of default, and the right to file complaints. However, business actors also have rights, including the right to payment according to agreement and legal protection from consumer actions that are not in good faith.*

**Keywords:** Information Technology; UUPK; Shopee.

### INTRODUCTION

Public.. he development of information technology has brought significant changes in various aspects of life, including buying and selling transactions that are now increasingly dependent on digital platforms. The ease of internet access allows consumers to purchase goods online without time constraints. Along with the increase in e-commerce transactions, the need for goods delivery services is also getting higher. Goods delivery services, such as Shopee Express, play an important role in supporting trade activities by ensuring that goods reach consumers in a timely and safe manner. However, in practice, there are still many obstacles that arise, such as late delivery, damaged goods, or even lost. This problem raises questions about legal protection for consumers as users of shipping services.

Consumer protection is a crucial aspect in creating a balance between consumer rights and business obligations. In this context, Law No. 8/1999 on Consumer Protection (UUPK) is the main legal basis that regulates consumer rights and the responsibilities of business actors

in providing services in accordance with established standards. The GCPL mandates that consumers have the right to obtain goods or services that are in accordance with the contract, have clear information, and obtain compensation in the event of a loss. Meanwhile, business actors are obliged to provide transparent services, guarantee the safety of the products or services they offer, and be responsible for losses suffered by consumers due to their negligence.

In a delivery agreement, the legal relationship between the consumer and the delivery service provider is contractual. Based on Article 1313 of the Civil Code, the agreement is binding on both parties, where the service provider is obliged to deliver the goods in good condition and within the promised time, while the consumer is obliged to pay the delivery fee. However, many cases show that violations of these obligations still occur frequently. Consumers often face situations where the delivered goods are damaged or do not even reach their destination. In this case, the responsibility of the service provider can be categorized as a default, so consumers have the right to claim compensation.

As one of the fast-growing delivery service providers in Indonesia, Shopee Express offers various excellent features such as wide coverage, tracking system, and live chat service to handle consumer complaints. However, despite its various advantages, Shopee Express is also not free from problems such as lost items, late deliveries, and suboptimal service. Therefore, it is important for consumers to understand their rights in legal protection, including dispute resolution mechanisms in the event of a violation of their rights.

In the digital era, consumer protection is increasingly complex with electronic transactions that are vulnerable to fraud and rights violations. Law No. 19/2016 on Electronic Information and Transactions (UU ITE) provides additional protection for consumers in digital transactions. This regulation regulates the security of electronic systems used by businesses and provides legal certainty for consumers regarding online transactions. In the context of delivery services, the ITE Law can serve as a legal basis to regulate the responsibilities of service providers in maintaining the security of consumer data and ensuring transactions are conducted transparently.

Given the high risks faced by consumers in using delivery services, it is necessary to increase legal awareness from both consumers and business actors. The government and

related institutions must also strengthen supervision of business actors' compliance with applicable regulations. This effort aims to create a more effective consumer protection system, so as to provide a sense of security and legal certainty for all parties involved in goods delivery transactions. Therefore, this research aims to analyze the legal protection for Shopee Express service users based on the GCPL and evaluate the responsibilities of service providers in guaranteeing consumer rights. Based on this background, the author conducts research with the title "LEGAL PROTECTION FOR USERS OF SHOPEE EXPRESS PACKAGE SERVICES UNDER THE LAW NO. 8 OF 1999 CONCERNING CONSUMER PROTECTION". 8 OF 1999 CONCERNING CONSUMER PROTECTION".

## **MATERIAL AND METHODS**

The research method in this study uses a normative legal approach, which focuses on analyzing legal norms in legislation related to the responsibility of delivery service companies, especially Shopee Express, in preventing consumer losses. The approach used includes a statutory approach and a conceptual approach. The statutory approach examines the relationship between legal norms in the applicable legal system, ensures there is no legal vacuum, and understands the hierarchy of relevant regulations. The conceptual approach is used to explore legal doctrines and principles that form the concept of legal responsibility in consumer protection. The legal materials used consist of primary legal materials, such as the Civil Code, Consumer Protection Law, Electronic Information and Transaction Law, and Minister of Transportation Regulations related to goods delivery services. In addition, secondary legal materials include official documents, legal literature, and academic journals that provide additional understanding. The process of collecting and processing legal materials is carried out through literature studies by collecting secondary data from relevant legal sources. Analysis of legal materials was carried out descriptively and analytically, starting with the identification of legal sources, presentation of information, and description of the legal context. Descriptive analysis is used to explain legal norms objectively, while analytical analysis evaluates the effectiveness and relevance of the law based on the principles of justice, legal certainty, and benefits for society. This stage includes identification of legal

issues, evaluation of legal materials, application of legal theory, and preparation of legal arguments to produce a comprehensive conclusion.

## RESEARCH RESULTS AND DISCUSSION

### 1. Legal Relationship Between the Parties Involved in Shopee Express Package Services

E-commerce has been rampant in Indonesia with rapid growth, especially through online marketplaces. Marketplace is a place where sellers and buyers meet on one website platform. The transaction model in the marketplace has advantages over forums, social networks, or conventional advertising. Among these are the facility of a joint account at no cost, the ability to determine the minimum purchase by the seller, and the option of a discount system for large purchases. In addition, marketplaces also provide automatic postage calculations, online payment confirmation processes, and automatic checking of item delivery status. The payment system is carried out through the marketplace, which collects payments from buyers before being forwarded to sellers after the goods are received by consumers. Legal protection has a meaning, namely protecting legal entities in accordance with the provisions of laws and regulations which are preventive and coercive, both in explicit and non-explicit forms so that laws and regulations are enforced (Andreas & Tampi, 2020).

The Consumer Protection Law aims to protect Indonesian consumers. According to the General Provisions of Law Number 8 of 1999 concerning Consumer Protection, the definition of consumer protection is: "All efforts that ensure legal certainty to provide protection to consumers". According to the provisions of Article 4 of the GCPL, consumers have the following rights: Consumer protection also requires a comprehensive approach and cannot be considered purely from a legal perspective. This is reminiscent of consumer interests that exist fundamentally before goods and services are produced (Molle et al., 2023).

Article 7 letter e of Law No.8 of 1999 on Consumer Protection states that one of the obligations of business actors is to provide opportunities for consumers to test, and/or try certain goods and/or services and provide guarantees and/or warranties for goods made and/or traded. In this case, consumers have the right to test certain products and/or services. There are no "special" exceptions, i.e. products or goods produced and/or marketed must have a guarantee (Nur Handayati2024).

The legal protection of the parties involved in transactions using Shopee Express services, namely consumers, business actors, and delivery service providers, is regulated by various legal regulations applicable in Indonesia. This legal protection covers the rights and obligations of each party, both from the side of consumers who use the delivery service and from the side of the company that provides the service. In general, legal protection aims to maintain a balance of rights and obligations between the parties and provide guarantees for their rights in goods delivery transactions. Consumer Rights and Obligations :

### 1. Consumer Rights

**Right to Obtain Clear and Correct Information:** Consumers have the right to obtain clear information about the products to be delivered, estimated delivery time, rates charged, and risks that may arise in the delivery process. Shopee Express, as a service provider, is obligated to provide transparent and accurate information so that consumers can make informed decisions.

**Right to Receive Goods in Good Condition:** Consumers have the right to receive their delivered goods in good condition and as promised. If there is damage or loss of goods during the delivery process, consumers are entitled to compensation in accordance with applicable regulations.

**Right to Complain and Dispute Resolution:** Consumers have the right to file a complaint if the delivery service does not meet expectations or experiences problems, such as delays or damaged goods. Consumer protection can be done through the Consumer Dispute Resolution Agency (BPSK) or through legal channels.

### 2. Consumer Obligations

**Obligation to Pay Shipping Costs:** Consumers are obligated to pay shipping fees in accordance with the applicable provisions. Shopee Express must provide clear information regarding the shipping rates before a transaction is made, and consumers are obligated to pay the fees according to the agreed terms.

**Obligation to Provide Accurate Information:** Consumers are obligated to provide accurate and complete information regarding the delivery address as well as other details so that the goods can reach their destination appropriately and on time. Errors in providing information can cause delays or shipping errors.

## **2. Shopee Exspress Package Service Liability For Losses In The Delivery Process To The Consumer Party**

In Shopee provides its own delivery service known as Shopee Express. This service is a popular choice among Shopee shoppers because it offers more affordable shipping fees compared to other delivery services. In addition, Shopee Express often provides free shipping promos.

The form of default that arises in a sale and purchase transaction between the parties is usually the difference between the goods received and the goods actually ordered by the consumer. It can be concluded that the business actors (sellers) have violated the principle of objective good faith. In an agreement that has been agreed by both parties, they are obliged to comply with the norms of decency and justice prevailing in society, and act with good intentions and honesty.

Consumers should have to get compensation / compensation from the business actors as a form of legal protection for consumers based on Law Number 8 of 1999 concerning consumer protection, namely “the right of consumers to obtain compensation, compensation or replacement if the goods or services received are not in accordance with the agreement or not as they should”.

Knowing that there are several shortcomings in the Consumer Protection Law (UUPK), the Government together with the DPR passed Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE Law). Several provisions in the ITE Law are designed to address the shortcomings of the GCPL regarding the protection of consumer rights, as reflected in Article 9 of the ITE Law: “Business actors offering products through electronic systems must provide complete and correct information relating to the terms of the contract, the producer, and the products offered”.

As a party involved in electronic transactions, Shopee must comply with the regulations set forth in Law Number 11 of 2008 concerning Electronic Information and Transactions. One of the provisions in Article 17 of the ITE Law that regulates this states that: “Parties conducting electronic transactions must act in good faith in conducting interactions and/or exchanging electronic information and/or electronic documents during the transaction”.

The liability of a delivery service such as Shopee Express for default in the delivery process includes the obligation to fulfill the agreement that has been made with the consumer. Default occurs if the delivery company fails to provide the service as promised, such as delay, damage to goods, or loss of goods. In this case, Shopee Express is obligated to provide appropriate damages or compensation to consumers. Consumer protection in this case is regulated in several laws that provide a legal basis for consumers' rights to obtain proper and safe services.

The law related to the liability of delivery services for defaults includes Law Number 8 Year 1999 concerning Consumer Protection. This law provides protection for consumers to obtain goods or services in accordance with the description and promises made by business actors, as well as the right to obtain compensation in the event of default. In addition, the Civil Code (KUHPerdata) also regulates the responsibility of business actors in fulfilling the obligations of the agreement and providing compensation in the event of losses to consumers due to default, as regulated in Article 1239 and Article 1243 of the Civil Code.

In addition, Minister of Transportation Regulation Number PM 10 of 2014 on the Implementation of Goods Delivery Services is also relevant in regulating the obligations of delivery companies, such as Shopee Express, in providing safe and timely delivery services. This regulation regulates the procedures for delivering goods and consumer rights related to the quality of delivery services, including guarantees for damage or loss of goods during the delivery process. In the event of a dispute related to default, consumers can file a complaint with the Consumer Dispute Resolution Agency (BPSK) or through other legal channels.

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Shopee Express' liability for default in the delivery process to consumers is governed by the provisions in Law Number 8 Year 1999 on Consumer Protection (UUPK) and the provisions in their service contract. Shopee Express is obligated to ensure that goods reach consumers on time and in good condition. In the event of a default, such as delay, loss, or damage to the

goods, they are obligated to provide compensation in accordance with the applicable policies. Consumers can file a claim by following the established procedures to obtain compensation. In addition, GCPL gives consumers the right to obtain protection and file a claim if their rights are violated. If Shopee Express does not fulfill their responsibilities, they may face sanctions as per the laws and regulations and necessary legal actions.

The claim process will take place together with the application for the return of goods/funds. Upon submission of the return of goods/funds, Shopee Parties will conduct an examination whether the loss/damage of goods was caused by the negligence of the delivery service (Expedition). Another consumer obligation in accordance with Article 5 Letter (c) of Law Number 8 Year 1999 concerning consumer protection is “to pay according to the agreed exchange rate”. So for cases of loss/damage to goods that are proven to be due to the negligence of the delivery service (Expedition), the seller will get a reimbursement of the final selling price of the goods (with a maximum of IDR 100,000,000, -) paid to the balance of the Seller as a form of responsibility based on the principle of liability based on the element of fault (Pawari & Sukrisno, 2023).

The principle of liability based on fault means that a person can only be held legally responsible if there is evidence of fault in the act committed. This principle is contained in Article 1365 of the Civil Code, which regulates unlawful acts (PMH). This article requires four main elements to be met, namely:

- The existence of an act
- The existence of an element of fault
- The existence of loss received
- The existence of a causal relationship between fault and loss

Then, the regulation of electronic transactions is regulated in Article 18 of the ITE Law, namely: “Electronic transactions set forth in an electronic contract are binding on the parties”. Article 18 paragraph (2) of the ITE Law stipulates that the parties have the authority to choose the applicable law if a dispute arises in the future, a principle known as “choice of law.”

Out-of-court settlement of consumer disputes is carried out to reach an agreement on the form and amount of compensation, as well as actions that need to be taken so that the losses experienced by consumers do not recur in the future, as stipulated in Article 47 of GCPL.

This non-litigation route is chosen to avoid the complexity of the court process. Article 45 paragraph 4 of the GCPL states that: "If an out-of-court consumer dispute resolution effort has been chosen, a lawsuit through the court can only be pursued if the effort is declared unsuccessful by one of the parties or by the parties to the dispute."

According to the provisions and explanations in the Civil Code Law, if there is a default in the sale and purchase agreement made by the seller, the buyer must bear all risks related to the goods. If the default results in a loss for the buyer, then the seller is obliged to return the entire amount of money that has been spent by the buyer for the sale and purchase transaction. In this case the buyer can choose to continue the agreement or cancel the sale and purchase agreement with a full or partial price refund.

The Indonesian Consumers Foundation (YLKI) is a non-governmental organization recognized by the government to be active in protecting consumer rights, as stipulated in Article 44 paragraphs 1 and 2 of UUPK. YLKI provides several channels for consumers to report transaction-related problems, namely by telephone, letter, direct visit to the YLKI office.

Based on Article 1 point 4 of the Regulation of the Minister of Trade Number 72 of 2020 concerning Consumer Dispute Resolution Bodies, consumer disputes are disputes between business actors and consumers involving claims for compensation for damage, pollution, or other losses experienced as a result of the use of goods or services produced or traded by business actors. (Sri Astutik 2024)

## CONCLUSIONS AND ADVICE

Legal Relationships Between the Parties Involved in Shopee Exspres Package Services and the Liability of Shopee Express Delivery Services for Losses Experienced by Consumers.

- a. Law Number 8 Year 1999 on Consumer Protection in (Shopee Express) E-commerce, especially marketplaces such as Shopee, has grown rapidly in Indonesia by offering convenience for consumers to shop anytime and anywhere. Shopee provides various facilities, such as a secure payment system and automated shipping. Despite providing many benefits, marketplaces also have potential legal issues, such as provisions that often favor Shopee or sellers, which can be detrimental to consumers. The Consumer Protection Law (UUPK) provides rights for consumers, such as the right to get the goods as ordered, compensation in case of default, and the right to file a complaint.

However, businesses also have rights, including the right to payment according to the agreement and legal protection from the actions of consumers who do not act in good faith. Shopee must comply with Law No. 11/2008 on Electronic Information and Transactions (UU ITE) that regulates electronic transactions and the legal relationship between consumers and platforms.

- b. Shopee express delivery service liability shopee express, as shopee's in-house delivery service, is responsible for the delivery of goods to consumers. In the event of a default, such as goods not being as ordered, late delivery, or damage to goods, Shopee Express is obliged to provide compensation. This is regulated in the GCPL Law which gives consumers the right to claim for compensation if the goods do not arrive on time or are damaged during delivery. Consumers can file a claim according to the procedures set by Shopee to obtain compensation. Shopee Express is obligated to ensure that the goods arrive in good condition and on time, and if problems occur, they are obligated to compensate according to the applicable provisions. If consumers' rights are violated, they can file a complaint or even bring the matter to an authorized institution, such as the Non-Governmental Consumer Protection Agency (LPKSM) or the Consumer Dispute Resolution Agency (BPSK). Dispute settlement and legal responsibility disputes between consumers and businesses can be resolved through non-litigation channels, but if no agreement is reached, consumers can sue through the courts. In the event of default, consumers are entitled to a refund or replacement of goods in accordance with Article 1365 of the Civil Code which regulates Unlawful Acts (PMH).

From the conclusions that the author has given provide , the author can the following suggestions:

- a. Based on Law No. 8/1999 on Consumer Protection, business actors, such as Shopee Express, have the obligation to provide services that are in accordance with the agreement, including timely delivery and good condition of the goods. In the event of default, business actors are obliged to provide compensation or solutions in accordance with legal provisions. Meanwhile, consumers are also obliged to provide

correct information and pay shipping costs according to the agreement. In addition, Law No. 11/2008 on Electronic Information and Transactions (ITE) regulates the importance of transparency in e-commerce transactions, where service providers must provide clear information to consumers regarding products and costs. In the event of default, consumers are entitled to a settlement through legal channels or the Consumer Dispute Resolution Agency (BPSK), which ensures protection and justice for both parties.

- b. Shopee and Shopee Express need to improve transparency and clarity of applicable terms and conditions, so that consumers can better understand their rights and obligations. Information related to claim procedures, consumer rights to compensation, and responsibilities in shipping need to be clearly socialized to reduce potential losses due to ignorance. In addition, Shopee Express should focus more on improving the quality of delivery services, both in terms of timeliness and the condition of the goods delivered. Stricter supervision of the implementation of the Consumer Protection Law and the ITE Law is also needed to ensure that consumers are well protected and obtain justice when defaults occur.

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